

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vince, LLC		07/25/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Administrative Agent		
Street Address:	28 State Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87981009	VINCE	
Serial Number:	88118158	VINCE UNFOLD	
Serial Number:	88155315	VINCE. CALIFORNIA	
Serial Number:	87981030	VINCE	
Serial Number:	88445388	VINCE. UNFOLD	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	07/25/2019		
Total Attachments: 4			

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

July 25, 2019

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, the undersigned (the “Grantor”), hereby grants (this “Grant”) to CITIZENS BANK, N.A., as administrative agent (the “Grantee”), a continuing security interest in (i) all of the Grantor’s right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the “Marks”), (ii) all proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

This Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Guarantee and Collateral Agreement by, among others, the Grantor and the Grantee, dated as of August 21, 2018 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS GRANT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

This Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Grant by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Grant.

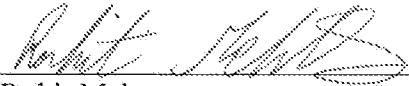
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date hereof.

VINCE, LLC, as Grantor

By: David Stefko
Name: David Stefko
Title: EVP, CFO

[Signature Page to ABL Grant of Security Interest in United States Trademarks]

CITIZENS BANK, N.A., as Administrative Agent

By: 

Name: Rohit Mehta
Title: Vice President

Schedule A

Trademark	Owner	Status in PTO	Serial Number/Registration Number	Filing Date/Issue Date
VINCE	Vince, LLC	Pending	87/981,009	05/09/2016
VINCE UNFOLD	Vince, LLC	Pending	88/118,158	09/14/2018
VINCE california	Vince, LLC	Pending	88/155,315	10/15/2018
VINCE	Vince, LLC	Pending (1A Basis)	87/981,030	01/04/2018
VINCE UNFOLD (stylized)	Vince, LLC	Pending (1A Basis)	88/445,388	05/24/2019
VINCE	Vince, LLC	Pending (1A Basis)	87/981,009	05/09/2016